

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4273636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/16/2016
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
ASHMIN HOLDING LLC	02/06/2017

RECEIVING PARTY DATA

Name:	GUNTHER HH VON GYNZ-REKOWSKI
Street Address:	6430 JACKSON ROAD
City:	MONTGOMERY
State/Country:	TEXAS
Postal Code:	77316
Name:	MICHAEL V. WILLIAMS
Street Address:	11852 GRAND HARBOR BOULEVARD
City:	MONTGOMERY
State/Country:	TEXAS
Postal Code:	77356

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14864016

CORRESPONDENCE DATA

Fax Number: (337)593-7601

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 225-248-2000

Email: jwpatents@joneswalker.com, bsuire@joneswalker.com

Correspondent Name: JONES WALKER LLP

Address Line 1: 8555 UNITED PLAZA BOULEVARD

Address Line 2: 5TH FLOOR, FOUR UNITED PLAZA

Address Line 4: BATON ROUGE, LOUISIANA 70809

ATTORNEY DOCKET NUMBER:	43301/132864-01
NAME OF SUBMITTER:	BLAIR B. SUIRE

SIGNATURE:	/Blair B. Suire/
DATE SIGNED:	02/14/2017
Total Attachments: 7 source=Agreement - executed (L0429489xB9978)#page1.tif source=Agreement - executed (L0429489xB9978)#page2.tif source=Agreement - executed (L0429489xB9978)#page3.tif source=Agreement - executed (L0429489xB9978)#page4.tif source=Agreement - executed (L0429489xB9978)#page5.tif source=Agreement - executed (L0429489xB9978)#page6.tif source=Agreement - executed (L0429489xB9978)#page7.tif	

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is entered into by and between GUNTHER HH VON GYNZ-REKOWSKI, an individual of the full age of majority having an address at 6430 Jackson Road, Montgomery, Texas 77316 (hereinafter "Gynz-Rekowski"), MICHAEL V. WILLIAMS, an individual of the full age of majority residing having an address at 11852 Grand Harbor Boulevard, Montgomery, Texas 77356 (hereinafter "Williams"), ASHMIN LC, a Texas limited liability company with having an address at 100 Hwy. I-45 North, Ste. 610, Conroe, Texas 77301 (hereinafter "Ashmin"), and ASHMIN HOLDING LLC, a Texas limited liability company having an address at 100 Hwy. I-45 North, Ste. 610, Conroe, Texas 77301 (hereinafter "Ashmin Holding").

WHEREAS, Gynz-Rekowski and Williams jointly invented a certain invention titled "BORING APPARATUS AND METHOD," as set forth in an application for Letters Patent of the United States filed on September 24, 2015, under Patent Application No. 14/864,016, which claims priority to U.S. Provisional Patent Application No. 62/065,372, filed on October 17, 2014;

WHEREAS, at the time of their joint conception and reduction to practice of the aforesaid invention, Gynz-Rekowski and Williams were employees of Ashmin and were legally and/or contractually obligated to assign their respective rights in and to the aforesaid invention to Ashmin;

WHEREAS, on October 1, 2015, Ashmin filed International Patent Application No. PCT/US2015/053389 claiming priority to U.S. Provisional Patent Application No. 62/065,372 and U.S. Patent Application No. 14/864,016 and naming Ashmin as applicant based on its status as the employer of Gynz-Rekowski and Williams and their obligation to assign rights in the aforesaid invention to Ashmin;

WHEREAS, on October 1, 2015, by virtue of Ashmin's status as employer of Gynz-Rekowski and Williams, Ashmin was entitled to apply for and be granted a patent for the invention and Ashmin was entitled to claim the priority of U.S. Provisional Patent Application No. 62/065,372 and U.S. Patent Application No. 14/864,016;

WHEREAS, on or about May 23, 2016, Ashmin Holding was formed for the purpose of acting as a holding company for the patent rights owned or acquired by Ashmin and its related companies;

WHEREAS, on December 16, 2016, Gynz-Rekowski and Williams assigned their rights in and to the aforesaid invention and patent application to Ashmin Holding;

WHEREAS, the aforesaid Assignment was recorded in the Assignment Branch of the U.S. Patent and Trademark Office on December 21, 2016 under Reel/Frame No. 041130/0942;

WHEREAS, the parties hereto desire to nullify and render void the aforesaid Assignment and to thereafter assign the aforesaid invention and application as provided for in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto agree and acknowledge that the Assignment of the aforesaid invention and application entered into between Gynz-Rekowski and Williams on the one hand and Ashmin Holding on the other hand on December 16, 2016, which Assignment is recorded in the Assignment Branch of the U.S. Patent and Trademark Office on December 21, 2016, under Reel/Frame No. 041130/0942, is hereby declared null, void and of no effect in its entirety as of its execution date.

2. Gynz-Rekowski and Williams hereby sell, assign, and transfer unto Ashmin, and Ashmin hereby accepts, effective as of September 24, 2015, each of their full and exclusive right, title and interest in and to the aforesaid invention and applications, and all continuations, continuations-in-part, and divisions thereof, including all priority rights, and all Letters Patent of the United States and foreign countries to be obtained therefor (including without limitation International Patent Application No. PCT/US2015/053389) and all renewals, reissues, reexaminations, and extensions thereof, for the full term or terms for which the same may be granted.

3. Ashmin hereby sells, assigns, and transfers unto Ashmin Holding, and Ashmin Holding hereby accepts, effective as of December 16, 2016, its full and exclusive right, title and interest in and to the aforesaid invention and applications, and all continuations, continuations-in-part, and divisions thereof, including all priority rights, and all Letters Patent of the United States and foreign countries to be obtained therefor (including without limitation International Patent Application No. PCT/US2015/053389) and all renewals, reissues, reexaminations, and extensions thereof, for the full term or terms for which the same may be granted.

4. Gynz-Rekowski, Williams and Ashmin hereby authorize and direct the U.S. Commissioner for Patents, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, including without limitation Certificates of Registration relating to the Patent Rights, to issue the same to Ashmin Holding, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

5. For assuring and confirming in Ashmin Holding of its rights in and title to the rights conveyed herein, Gynz-Rekowski, Williams and Ashmin shall do or cause to be done all such further acts, and will execute and deliver, or cause to be executed and delivered, all such

further assignments, powers of attorney and assurances, as Ashmin Holding shall reasonably require.

6. This Agreement shall be construed and governed in accordance with laws of the State of Texas, without regard to conflicts of laws.

7. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.

8. In the event of any ambiguity, or issues with the interpretation of this Agreement, there will be no adverse presumption that one or more of the parties hereto were responsible for the drafting of this Agreement, or the provision in question.

9. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

10. No waiver by a party hereto of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

11. This Agreement constitutes the entire understanding of the parties hereto, and revokes and supersedes all prior agreements between the parties hereto relating to the subject matter hereof. This Agreement shall not be modified or amended except in writing signed by the parties hereto. This Agreement shall take precedence over any other documents that may conflict with this Agreement.

12. This Agreement may be executed in counterparts and/or by facsimile or other electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by facsimile or other electronic means deemed equivalent to original signatures.

[Signatures on the Following Pages]

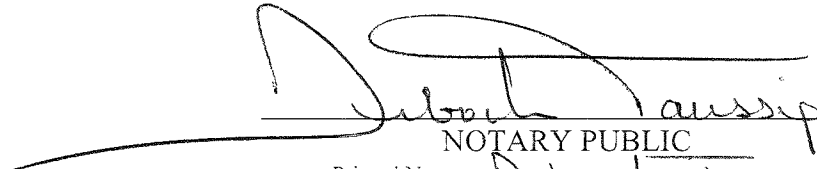
IN WITNESS WHEREOF, GUNTHER HH VON GYNZ-REKOWSKI has caused this Agreement to be executed and delivered.

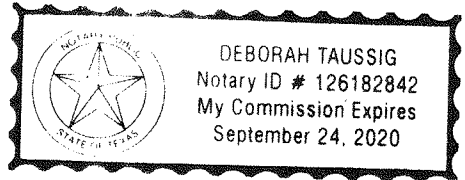

GUNTHER HH VON GYNZ-REKOWSKI

ACKNOWLEDGMENT

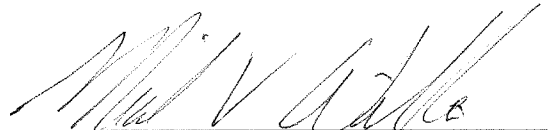
STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

On this 1st day of February, 2017, before me personally came and appeared GUNTHER HH VON GYNZ-REKOWSKI who acknowledged to me that he executed the foregoing Agreement as his own free act and deed.


NOTARY PUBLIC
Printed Name: Deborah Taussig
Notary Number: 126182842
Commission Expires: Sept. 24, 2020



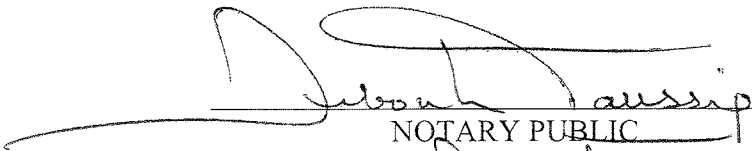
IN WITNESS WHEREOF, MICHAEL V. WILLIAMS has caused this Agreement to be executed and delivered.

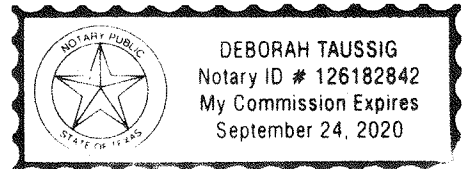

MICHAEL V. WILLIAMS

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

On this 6th day of February, 2017, before me personally came and appeared MICHAEL V. WILLIAMS who acknowledged to me that he executed the foregoing Agreement as his own free act and deed.


NOTARY PUBLIC
Printed Name: Deborah Taussig
Notary Number: 126182842
Commission Expires: Sept. 24 2020



IN WITNESS WHEREOF, ASHMIN LC has caused this Agreement to be executed and delivered.

ASHMIN LC

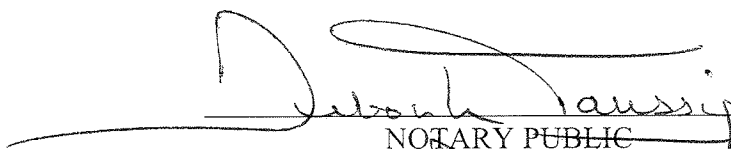
By: 
GUNTHER HH VON GYNZ-REKOWSKI

Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

On this 10th day of February, 2017, before me personally came and appeared GUNTHER HH VON GYNZ-REKOWSKI who acknowledged to me that he executed the foregoing Agreement on behalf of ASHMIN LC in accordance with respective authority duly received.


NOTARY PUBLIC
Printed Name: Deborah Taussig
Notary Number: 126182842
Commission Expires: Sept 24 2020

